

Weather Station

**MEMORANDUM OF AGREEMENT
ESTABLISHING A JOINT PROJECT**

BETWEEN THE
THE STATE OF ARIZONA
AND
THE UNITED STATES DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL WEATHER SERVICE

I. PARTIES

THIS AGREEMENT is entered into 13 June, 2000 pursuant to Arizona Revised Statutes; Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, acting by and through its NATIONAL WEATHER SERVICE, (the "NWS").

II. AUTHORITIES

1. The NWS has authority to participate in this project with the State under:

(a) 15 U.S.C. § 1525, the Department's Joint Project Authority, which provides that the Department may enter into joint projects with nonprofit, research, or public organizations on matters of mutual interest, the cost of which is equitably apportioned;

(b) 15 U.S.C. § 313, which provides that the NWS is responsible for the issue of storm warning, the display of weather flood signals for the benefit of agriculture, commerce, and navigation, the collection and transmission of marine intelligence for the benefit of commerce and navigation, the reporting of temperature and rain-fall conditions for the cotton interests, the display of frost and cold-wave signals, and the distribution of meteorological information in the interests of agriculture and commerce.

2. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to executed this agreement on behalf of the state.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 24045

Filed with the Secretary of State

Date Filed: 06/13/00

Petrey Bayless

Secretary of State

By *Dicky V. Greenwood*

III. PURPOSE

1. The purpose of this agreement is to define the responsibilities of the parties for the installation and maintenance of a real time camera and Davis weather system at the Arizona Department of Transportation ("ADOT"), Willcox location. The Willcox, AZ Camera Project will provide information to NWS forecasters at the Tucson, Arizona weather forecast office.

2. This project is necessary and essential to further the mission of NWS in that it will provide real time weather data from a previously data void area on phenomena critical to the mission of the NWS and the State.

3. The NWS has determined that this project cannot be done at all or done as effectively without the participation of the State because the State owns the land and communication system for installing the observing systems and transmitting the data.

IV. MUTUAL INTEREST OF THE PARTIES

The Willcox, AZ Camera Project is of mutual interest to the parties because real time weather information is provided to both the NWS and the State. The NWS is interested in providing accurate weather forecast and warning services for this area. The State is interested in maintaining the efficient operation of I-10 near Willcox, Arizona, and weather can dramatically affect this operation.

V. RESPONSIBILITIES OF THE PARTIES

1. The NWS agrees to perform the following activities and provide the following resources in support of the Willcox, AZ Camera Project:

a. Cooperate with the State in conducting sufficient testing of the proposed system to insure functional compatibility with the State's existing network system. Once testing is satisfactorily accomplished and approval given by ADOT Technical Information Resource Group, install and maintain: (1) a near real-time camera system and (2) a Davis weather monitor to observe weather conditions near the Willcox Playa. If after installation of the near real-time camera system, a noticeable degradation to the ADOT network is noticed, ADOT TIR reserves the right to disconnect the system until proper improvements are made.

b. Replace existing antenna pole with an NWS equipment tower (triangular 18 inch grid, 30 feet high) at the southwest corner of the ADOT Willcox building.

c. Provide space on this new equipment tower to mount the existing ADOT antenna.

d. Mount three digital video cameras with housings to the tower.

e. Run three RG-59 coaxial cables from the cameras into the Willcox office to a location specified by ADOT.

f. Install a Davis weather monitor on the tower.

g. Provide cabling from the Davis unit to an ADOT provided computer in the office.

h. Provide computer software for monitoring the Davis weather unit.

- i. Install a weathernet network interface suitable for linking into the ADOT network.
 - j. Maintain the cameras, housing, cabling, Rohn tower and network interface.
 - k. Provide ADOT and other NWS offices access to the data provided by the cameras and Davis weather monitor.
2. The State agrees to perform the following activities and provide the following resources in support of the Willcox, AZ Camera Project:
- a. Provide space and electricity (approximately a continuous seventy-five watts) for the above mentioned equipment
 - b. Provide a personal computer for display of the Davis weather monitor information.
 - c. Provide access to the ADOT wide area network for distribution of the camera and Davis weather monitor data.
 - d. Mount any existing or future antennas that it requires on the new tower. New antennas will be coordinated with the Tucson NWS to ensure no conflicts arise.
 - e. Provide access to the Willcox building which contains the ADOT wide area network link and NWS purchased equipment. The NWS technicians will coordinate with Willcox ADOT TIR personnel prior to each visit.

VI. EQUITABLE APPORTIONMENT OF COSTS

The costs of this activity are equitably apportioned. Both the NWS and the State use existing equipment and systems to complete this project. Neither party purchases additional items or transfers funds to the other party.

VII. CONTACTS

The contacts of each party to this agreement are:

National Weather Service - Tucson WFO
Attn: Glen W. Sampson
Meteorologist in Charge
520 N. Park Avenue - Suite 304
Tucson, AZ 85719
phone: 520-670-5156 x222
fax: 520-670-5167
E-mail: glen.sampson@noaa.gov

State of Arizona
Tim M. Wolfe
Assistant State Engineer - ADOT
2302 W. Durango Street, Mail Drop PM02
Phoenix, AZ 85009
phone: 602-712-6622
fax: 602-407-3394
E-mail: tim@dot.state.az.us

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change

VIII. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

1. This agreement will become effective upon the signing by all parties and the date filed with the Arizona Secretary of State. The agreement will terminate on July 1, 2010, but may be amended at any time by mutual consent of the parties. The parties will review this agreement at least once every three years to determine whether it should be revised, renewed, or canceled.

2. Any party may terminate this agreement by providing thirty (30) days written notice to the other party. In the event this agreement is terminated, each party shall be solely responsible for the payment of any expenses it has incurred. This agreement is subject to the availability of funds.

IX. OTHER PROVISIONS

1. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511 pertaining to conflicts of interest on behalf of State employees.

2. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract, except to the extent that documents are protected from disclosure by the Freedom Information Act, 5 U.S.C., Section 552, or other Federal law.

Performance under this Agreement is subject to the availability of funds and human resources to the parties hereto, for purposes described herein, and subject to revised administrative and personnel policies which may have an effect on the terms of this agreement. Each party shall assume full control and sole responsibility only for its respective personnel and activities incident to the performance of this agreement consistent with its law(s).

3. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and Federal Government, and acceptable to the State and Federal government. Such process shall include a provision for arbitration.

4. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix AZ 85007

National Weather Service
Meteorologist In Charge
520 N. Park Avenue-Suite 304
Tucson, AZ 85719

5. Attached hereto and incorporated herein is the written determination of legal counsel that the State is authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

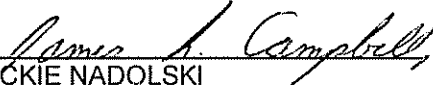
IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

U.S. DEPARTMENT OF COMMERCE

National Weather Service

STATE OF ARIZONA

Department of Transportation

By 
VICKIE NADOLSKI
Director, Western Region
National Weather Service
National Oceanic and Atmospheric Administration
U.S. Department of Commerce

By 
TIM M. WOLFE, P.E.
Assistant State Engineer

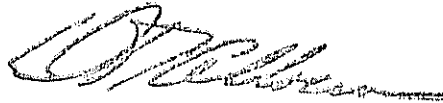
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RESOLUTION

BE IT RESOLVED on this 28th day of January 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the United States Department of Commerce, National Oceanic and Atmospheric Administration, National Weather Service, for the purpose of installing weather monitor equipment at the Willcox maintenance facility

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Assistant State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'David R. Allocco', with a horizontal line extending to the right.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group

for MARY E. PETERS, Director



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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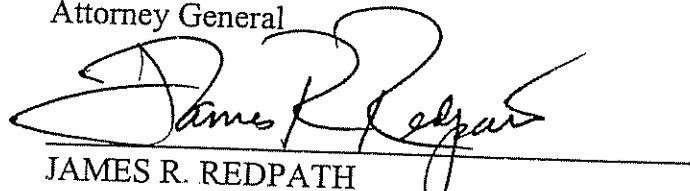
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0058TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED June 6, 2000.

JANET NAPOLITANO
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/630146

Enc.



U.S. DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL WEATHER SERVICE

520 N. Park Avenue, Suite 304
Tucson, AZ 85719-5035

May 31, 2000

State of Arizona
Assistant State Engineer - ADOT
Mr. Tim M. Wolfe
2302 W. Durango Street, Mail Drop PM02
Phoenix, AZ 85009

Dear Mr. Wolfe:

Enclosed are four copies of the Memorandum of Agreement for the Willcox camera system. The National Weather Service has already signed these copies and they are ready for State of Arizona signatures. When signed, please return two copies to me. The remaining two copies are for you.

If you notice a problem with these documents, please let me know immediately. My telephone number is 520-670-5156, or e-mail at glen.sampson@noaa.gov.

Sincerely,

Glen W. Sampson
Meteorologist In Charge

Enclosures

